

## Software license

### 1. DEFINITIONS

**"Purchase Order"** means the signed Quotation or purchase order, referenced to the Quotation or established in accordance with the RPC, relating to Software, to be completed by the Customer, or by the Partner for each Customer to whom the Partner wishes to distribute the Software.

**"Customer"** refers to the legal entity, having subscribed to Software from Telelogos, directly for the needs of its commercial activity e.

**"Contact"** means an employee of the Customer or Partner authorized to receive Licenses and/or Rights of Use for installation purposes.

**"Effective Date"** means, by default, the date of invoice issue, corresponding to the date on which the Right of Use or License takes effect. In the event of a multi-year commitment by the Customer, the Effective Date is, by express agreement, the first day of the current month for Purchase Orders signed between 1<sup>er</sup> and the 15th of the month, and the first day of the following month for Purchase Orders signed between the 16th and the 31st of the month.

**"Quotation"** means the quotation issued by Telelogos setting forth the terms and conditions under which Telelogos agrees to make available a License or Right of Use.

**"Software Documentation"** means the technical documentation for installation and use of the Software, available when the Software is opened.

**"Malfunction"** means a defect, anomaly or non-conformity of the Software in relation to the Software Documentation.

**"License"** means this license agreement, governing the conditions under which Telelogos grants a non-exclusive, non-transferable right to use the Software.

**"GCS"** means the General Conditions of Sale, available on the Website, defining the terms and conditions of sale, payment and delivery of products and services provided by Telelogos.

**"GCSM" or "GC Support and Maintenance"** means the General Conditions of Support and Maintenance Services, available on the Website, setting forth the conditions under which Telelogos undertakes to provide the Customer, directly or through a Certified Partner, with the Support and Maintenance Services.

**"Software(s)"** means the software(s) developed and published by Telelogos, listed in the Purchase Order.

**"Partner"** refers to any professional who has entered into a CPR with Telelogos.

**"Parties" or "Party"** means collectively or individually, Telelogos and/or the Customer.

**"Support and Maintenance Services"** means the support services (the **"Support Service"**) and

maintenance services (the **"Maintenance Service"**), defined in the Support and Maintenance GC, relating to a Software Product and provided directly by Telelogos to the Customer.

### 2. SUBJECT

The License defines the conditions under which Telelogos grants the Customer the non-exclusive and non-transferable right to use the Software under the conditions detailed below. The License may not be transferred by the Customer without the prior consent of Telelogos. The License complements the other documents provided to the Customer (i.e. the GCS, the Order Form and, where applicable, the GCSM), with which it forms a contractual whole.

### 3. EFFECTIVE DATE - DURATION

The License takes effect on the Effective Date, for the legal duration of copyright protection of the Software, unless terminated in accordance with Article 9 below.

### 4. SOFTWARE DESTINATION

The Software, which is the subject hereof, is intended to be used by the Customer to satisfy its own commercial activity, to the exclusion of any other use.

### 5. USING THE SOFTWARE

The License is limited to the number of users specified on the Purchase Order. Should the Customer wish to increase the maximum number of users, it must notify the Partner or Telelogos in writing, and sign a new Purchase Order. Telelogos grants the Customer the right to reproduce and use the Software, by the processes and on the media mentioned in the Software Documentation, as well as the right to adapt, integrate, transcribe and translate the Software, in accordance with the Software's intended purpose. The rights of use granted are strictly limited to those acts necessary for the use of the Software by the Customer, in accordance with its intended purpose, and are subject to the provisions of the French Intellectual Property Code. Apart from the right to use the Software under the conditions and within the limits detailed above, the Customer is not authorized, under the terms of the License, to :

- copy, reproduce, print, publish, transfer, transmit or display all or part of the Software, in whole or in part, permanently or temporarily, in any form whatsoever, except for backup or archiving purposes in accordance with article 7 below;
- sell, rent, pledge, lend, sublicense or distribute, in any way whatsoever, the Software ;

- use the Software to provide data processing, office or operating services, or other similar services of any kind whatsoever to any other individual, company or entity;
- modify, adapt, arrange, merge, in any form whatsoever, all or part of the Software ;
- compile, decompile, disassemble, translate or analyze the Software except to the extent permitted by applicable law; and
- Telelogos reserves this right in accordance with article 6 below.

The License is granted subject to the Customer using the Software on hardware meeting the configurations described in the Software Documentation. In the event of a different configuration, the Software may not operate in accordance with its specifications, which the Customer specifically acknowledges. The Customer must first check the legal provisions in force in the country of use . Telelogos cannot be held responsible for any use that does not comply with the legislation of the country of use.

## **6. UPDATES AND CORRECTIONS**

Customers with a License may subscribe, directly or through a Partner, to Support and Maintenance Services, as defined in the Support and Maintenance GC. These services enable Customers to benefit from assistance in using the Software and resolving incidents, as well as to have access to "Corrective Versions" and new versions of the Software - "Corrective Version", "Minor Version", "Major Version" - in order to correct malfunctions, add new functions, adapt the Software to new environments and improve its performance. In accordance with the provisions of article L.122-6-1 of the French Intellectual Property Code, Telelogos reserves the exclusive right to correct any Dysfunctions observed in relation to the Software.

## **7. SAVEGARDES**

The Customer is informed that a computer program is never free of anomalies. Consequently, it is essential that the Customer regularly backs up and archives his data, as often as he deems necessary. In accordance with the provisions of article L. 122-6-1, II of the French Intellectual Property Code, the Customer is authorized to make one (1) copy of the Software for backup purposes, after informing Telelogos in advance. This copy may only be used in the event of failure of the copy of the Software delivered to the Customer. The Customer will have the same rights and obligations on the backup copy as on the copy of the Software granted under the License.

## **8. FEES AND TERMS OF PAYMENT**

In consideration of the License, the Customer agrees to pay the License price, the amount of which is set forth in the Purchase Order or Quotation, under the terms and conditions defined in the Purchase Order or Quotation, and in the GTS.

## **9. TERMINATION OF LICENSE**

Each Party shall be entitled to terminate the License in the event that the other Party fails to comply with any of its obligations hereunder. Termination of the License will be effective within thirty (30) days of the sending of a formal notice to remedy the breach, which has remained unsuccessful. Such formal notice shall specifically state the aggrieved Party's intention to implement the present clause. The fact that a Party does not avail itself of a breach by the other Party of any of its obligations shall not be construed as a waiver of the present clause for the future. In the event of termination for any reason whatsoever, the Customer undertakes, as of the effective date of termination and without further formalities, either (i) to return to Telelogos all copies of the Software (including all constituent parts of the Software including media and copies made), and documentation in its possession, guaranteeing in writing the completeness of such return, or (ii) to provide in writing an attestation certifying the destruction of the Software (including all the aforementioned elements).

